

## INVENTORY LOAN AND SECURITY AGREEMENT

This Agreement is entered into by and between HYUNDAI MOTOR FINANCE COMPANY ("Lender") having an address at 10550 Talbert Avenue, Fountain Valley, CA 92708 and INCREDIBLE AUTO SALES, LLC. ("Dealer") having an address at 1832 King Avenue West, Billings, MT 59102.

Dealer, in the course of its business, acquires new and used motor vehicles, trucks and chassis ("Vehicles" or singularly "Vehicle") from manufacturers, distributors or other sellers. Dealer has requested Lender, and Lender agrees, to finance Dealer's inventory of Vehicles, subject to the following terms and conditions:

### 1. ADVANCES

- a) Advances hereunder may be made by Lender:
  - i) On Dealer's behalf to manufacturers, distributors or other sellers of Vehicles to Dealer;
  - ii) Directly to Dealer for the purpose of Dealer's acquisition or holding of Vehicle inventory; or
  - iii) On Dealer's behalf to a third party which has previously financed Dealer's Vehicle inventory.
- b) Lender is authorized and requested to deal directly with manufacturers, distributors or other sellers of Vehicles in arranging payment on Dealer's behalf. Lender may rely upon any invoice or advice from any such manufacturer, distributor or other seller as being correct in all respects and Lender is relieved and released from any responsibility or liability for the correctness, validity or authenticity of any invoice or other instrument presented to it for payment or for the existence, quality, condition, identity, value, title or delivery of property purported to be represented by any such invoice or other instrument.
- c) Lender will establish and may from time to time, in its discretion, increase or decrease the total of advances to be made to or on behalf of Dealer and the makes, models, types and age of Vehicles eligible for advances.

### 2) INTEREST AND CHARGES

All advances by Lender pursuant to Section 1 hereof, and all other indebtedness of Dealer to Lender under this Agreement shall bear interest from the date of advance by Lender to the date of payment by Dealer at the annual rate, calculated on the basis of a 365 day year and the actual number of days elapsed, established in the Interest Rate and Charges Addendum in effect between Lender and Dealer. In no event shall the rate of interest exceed the maximum permitted by applicable law, which the parties recognize may change from time to time.

Interest on the total amount owed by Dealer under this Agreement, together with any applicable charges, shall be due and payable monthly within ten (10) calendar days of the date of billing by Lender.

### 3) PAYMENT BY DEALER

Dealer promises to pay Lender all indebtedness created pursuant to this Agreement as follows:

- a) As each Vehicle upon which Lender has made an advance is sold by Dealer, Dealer agrees to remit faithfully and immediately to Lender the amount of the outstanding advance by Lender on such Vehicle; provided, however, that absent an Event of Default, as defined in Section 8 hereof, Dealer shall have the privilege of paying such amount to Lender no later than the earlier of (i) the fifteenth calendar day after the sale or (ii) the second business day after funding of such Vehicle sale. For purposes of this Section 3, the date of sale is defined as the earliest to occur of (a) the date of delivery of the Vehicle to the customer, (b) the contract date, (c) the date the manufacturer's certificate of origin or certificate of title is assigned to Lender, or (d) the date the Dealer is paid for the Vehicle. Dealer acknowledges and agrees that the above privilege is solely for the administrative convenience of Dealer and may be revoked without prior notice at any time if, in the sole judgment of Lender, Dealer has failed to comply with the terms hereof. Notwithstanding anything herein to the contrary Lender will collect the amount of the outstanding advance(s) on any sold Vehicle(s) for which Dealer has received but not yet remitted payment at the time of any audit.
- b) In the event that, in the judgment of Lender, the value of any Vehicle upon which an advance has been made becomes reduced, such as by the introduction of new model year motor vehicles, Lender may, in its discretion, require Dealer to remit all or a portion of the advance on any such Vehicle.
- c) In the event any new Vehicle upon which Lender has made an advance is not sold by Dealer within 365 days of such advance, Lender may, in its discretion, require Dealer, and Dealer promises, to repay immediately such advance upon demand by Lender.

**EXHIBIT**

EXHIBIT

/

**4) TERMINATION OR SUSPENSION OF ADVANCES**

Lender may terminate this Agreement or suspend advances to Dealer:

- a) Upon an Event of Default as defined in Section 8; or
- b) If Lender in its judgment believes that further advances to Dealer are not justified due to changes in Dealer's financial condition or other changes in Dealer's business or prospects; provided, however, that in the event of termination of this Agreement on such basis, Lender shall provide Dealer with ninety (90) days prior written notice of termination, which the parties agree shall constitute a reasonable notice period and a reasonable period to enable Dealer to secure financing from another source. At any time on or after the effective date of termination, Lender may, in its discretion, accelerate the entire indebtedness due from Dealer and Dealer promises to pay such amounts upon demand. Any such termination or suspension of advances shall not alter or affect the rights and obligation of the parties with regard to any indebtedness incurred prior to the effective date of any such termination or suspension.

**5) COLLATERAL**

For the purpose of securing the indebtedness of Dealer under this Agreement, or any other indebtedness of Dealer to Lender, now existing or hereafter arising, Dealer hereby grants Lender a security interest in the following described now owned or hereafter acquired property of Dealer ("Collateral"):

- a) All inventory of new and used motor vehicles and other personal property held for sale or lease including, but not limited to, display or demonstration items, returns and repossessions, and all accessories and additions or accessions thereto;
- b) All accounts or rights to payment of money including, but not limited to, accounts receivable from any manufacturer or distributor, and any dealer participation or other account maintained by Lender in the name of Dealer;
- c) All chattel paper, contract rights and general intangibles;
- d) All office furniture, shop equipment, computer equipment and records, tools, lease improvements and fixtures, and other personal property; and
- e) All cash and non-cash proceeds of all of the foregoing including, but not limited to, insurance proceeds, vehicles taken on trade, chattel paper, accounts or assignments of accounts.

The word "indebtedness" includes any and all now existing or hereafter existing advances, obligations to advance, debts, obligations or liabilities of Dealer to Lender, whether direct or Indirect, contingent or absolute, liquidated or unliquidated, voluntary or involuntary or whether Dealer may be liable individually or jointly with others.

Dealer Agrees to execute such supplemental documents or financing statements as Lender may require to evidence or perfect the security interest granted herein. Lender may, in its discretion, obtain or require Dealer to deliver to Lender any manufacturer's certificate of origin, certificate of title or other document of title for each Vehicle and Lender may retain such document in its possession until such Vehicle is sold by Dealer and Dealer's indebtedness related thereto is paid. The security interest granted by Dealer to Lender shall be a first and prior security interest.

**6) USE AND PROTECTION OF COLLATERAL**

Dealer may exhibit and sell Collateral only in the ordinary course of business and shall protect and secure the Collateral. Dealer will keep the Collateral free of taxes, liens or encumbrances, and any amounts which may be paid by Lender, in its discretion, in release or discharge thereof shall be paid by Dealer to Lender upon demand and shall be part of the indebtedness secured under this Agreement. Collateral shall not be used illegally or improperly. Lender shall have the right at any time to inspect the Collateral and Dealer's books and records related thereto. Dealer will not move the Collateral from the dealership premises without the prior written consent of Lender. Dealer may not use any Vehicle for demonstration purposes without prior consent of Lender and execution of a Demonstrator Addendum.

**7) INSURANCE**

Dealer, at its expense, shall keep the Collateral insured against all risks in such amounts and with such insurance carriers as are acceptable to Lender. All such insurance policies shall designate Lender as loss payee, and shall not be cancelable except upon thirty (30) days prior written notice to Lender. In the event Dealer fails, promptly upon demand by Lender, to provide satisfactory evidence of insurance required hereunder, Lender may, in its discretion, obtain such insurance and pay any premiums and charges therefore, and any such amounts paid by Lender shall be paid by Dealer to Lender upon demand and shall be part of the indebtedness secured under this Agreement.

**8) EVENT OF DEFAULT**

An Event of Default shall include the following:

- a) A default by Dealer in the payment of any indebtedness or performance of any obligation under this Agreement or any other agreement between Lender and Dealer;
- b) The institution of a proceeding in bankruptcy, receivership or insolvency by or against Dealer or its property;
- c) An assignment by Dealer for the benefit of creditors;
- d) The failure of Dealer to maintain, in good standing, any franchise, license, permit or other agreement necessary for the proper and/or full operation of Dealer's business;
- e) A statement or representation made by Dealer for the purpose of obtaining credit from Lender is determined to be false;
- f) The Collateral becomes in danger of loss, misuse, seizure or confiscation;
- g) The revocation of any guaranty of the indebtedness of Dealer absent consent by Lender, or the occurrence of any event or circumstances which, in the judgment of Lender, materially and adversely affects the ability of any such guarantor to honor such guaranty or;
- h) The occurrence of any event, or material adverse change in the financial condition or business operations of Dealer, such as to cause Lender, in its judgment, to believe the ability of Dealer to repay its indebtedness or honor its obligations to Lender has been substantially impaired.

**9) RIGHTS AND REMEDIES UPON DEFAULT**

Upon the occurrence of an Event of Default, Lender may, in its discretion, accelerate the entire indebtedness due from Dealer and may take immediate possession of the Collateral without demand or further notice and without legal process. Lender may, in its discretion, require Dealer to remit to Lender all proceeds of sale of each item of Collateral immediately upon receipt thereof by Dealer. Dealer authorizes Lender to contact any account debtor of Dealer in order to verify the amount and status of any such debt and to arrange direct payment thereof to Lender. Dealer further authorizes Lender to contact any third party having possession of Collateral to arrange return thereof directly to Lender. Dealer shall, if so requested by Lender, assemble the Collateral and make it available to Lender at such location as Lender may designate. Lender shall have the right and Dealer hereby authorizes Lender to enter upon the premises wherever Collateral may be and remove same or to store same at such location, without any obligation for rent or other reimbursement to Dealer or Dealer's landlord, pending sale or other disposition thereof. Dealer shall pay all expenses and reimburse Lender for any expenditures, including reasonable attorney's fees and legal expenses, in connection with Lender's exercise of any of its rights and remedies under this Agreement or the enforcement of any provision hereof. Upon an Event of Default, in addition to the rights specified herein, all rights and remedies afforded Lender under this Agreement and under applicable law shall be available. In the event that the application of proceeds from the disposition of Collateral to the indebtedness of Dealer results in a deficiency, such deficiency shall bear interest at the rate specified in this Agreement and shall be paid by Dealer upon demand by Lender.

Finally, Dealer agrees that the sale by Lender of any Collateral, repossessed by Lender, to the manufacturer, distributor or seller thereof, or to any person designated by such manufacturer, distributor or seller, at the invoice cost to Dealer, less any credits or other discounts granted to Dealer with respect thereto, and less reasonable costs, including but not limited to the costs of transportation and reconditioning, shall be deemed to be a commercially reasonable means of disposing of the same. Dealer further agrees that the return by Lender of any Collateral, repossessed by Lender, to the manufacturer, distributor or seller thereof, in accordance with any repurchase or other agreement between Dealer or Lender and such manufacturer, distributor or seller shall also be deemed to be commercially reasonable means of disposing of the same. Notwithstanding the foregoing, it is expressly understood that such means of disposal shall not be exclusive, and that Lender shall have the right to dispose of any Collateral repossessed hereunder by any commercially reasonable means.

**10) JURY WAIVER**

Lender and Dealer agree that, in the event of litigation between the parties regarding the performance or enforcement of this Agreement, or in any other manner related to this Agreement, the parties, for their mutual benefit and intending to reduce litigation expenses, hereby waive any right to trial by jury.

**11) SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Notwithstanding the foregoing, Dealer has no right of assignment absent prior written consent of Lender.

**12) ENTIRE AGREEMENT**

Except as otherwise provided or referred to herein, there are no other agreements or understandings, either oral or in writing, between the parties affecting this Agreement or relating to any of the subject matters covered by this Agreement. This Agreement cancels and supersedes all previous agreements between the parties that relate to any matters covered herein provided, however, that no debts, rights or obligations previously incurred by either party shall be affected. This Agreement may be amended only by a writing signed by both parties.

**13) MISCELLANEOUS**

No waiver of any rights of Lender shall be valid unless contained in a writing signed by it. Any delay on the part of Lender in the exercise of any right or remedy shall not operate as a waiver thereof.

Dealer acknowledges that it has furnished Lender with certain financial or business information in order to induce Lender to enter into this Agreement and upon which Lender has relied in doing so, and Dealer hereby certifies that all such information is complete and accurate in all respects. Dealer shall furnish Lender promptly upon request any additional financial or business information in such form and with such frequency as may be required by Lender. Dealer authorizes Lender to make such inquiries of third parties concerning the financial condition or business operations of Dealer as Lender may deem necessary. Dealer further specifically agrees and authorizes Lender to inspect, examine, and secure from Hyundai Motor America, or any of its affiliated companies, (hereinafter collectively referred to as "Hyundai"), at any time copies of all financial statements and other financial data, and all other statements, reports, records, and other information that Dealer has furnished previously, or may hereafter furnish, to Hyundai, or that Hyundai may have prepared or obtained, or may hereafter prepare or obtain, in connection with any audit or review by it of the Dealer's business, and Hyundai may consider Dealer's execution of this Agreement as its authority to release the foregoing to Lender. Dealer further authorizes Lender to furnish Hyundai at any time copies of all financial statements and other financial data, and all other statements, reports, records and other information (i) that Dealer previously has furnished, or may hereafter furnish, to Lender, or (ii) that Lender may have prepared or obtained, or may hereafter prepare or obtain, in connection with any audit or review of Dealer's business by Lender.

**14) SAVINGS CLAUSE**

It is the intention of the parties that this agreement be construed and interpreted in such a manner so as to be valid under applicable law. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**15) CHOICE OF LAW**

This Agreement shall be governed in accordance with the laws of the state in which Dealer is located as indicated herein.

**16) COVENANTS**

a) Dealer shall maintain a Current Ratio of not less than 1.20:1. Current Ratio is computed by dividing the total dollar amount of current assets (including any last in first out "LIFO" adjustments) less any intangible assets by the total dollar amount of current liabilities. In the event the Current Ratio falls below 1.20:1 for more than two (2) successive calendar months, Dealer will cure such exception(s) within thirty (30) days.

b) Dealer must maintain a Tangible Net Worth Ratio (as defined below) not to exceed 6.0:1. "Tangible Net Worth Ratio" shall mean Dealer's total liabilities divided by net worth (minus any value for goodwill, trademarks, patents, copyrights, organizational expense and other similar intangible assets, plus subordinated debt, plus sixty percent (60%) of any LIFO adjustments). In the event the Tangible Net Worth Ratio exceeds the requirement for more than two (2) successive calendar months, Dealer will cure such exception(s) within thirty (30) days.

Executed on this 27<sup>th</sup> day of July, 2005.

INCREDIBLE AUTO SALES, LLC.

HYUNDAI MOTOR FINANCE COMPANY

By: 

R. Nick Gutierrez  
Managing Member

By: 

Brian P. Fallon  
National Manager, Commercial Credit



**HYUNDAI MOTOR FINANCE COMPANY  
INVENTORY LOAN AND SECURITY AGREEMENT  
INTEREST RATE AND CHARGES ADDENDUM**

Pursuant to Section 2 of the Inventory Loan and Security Agreement ("Agreement") between Hyundai Motor Finance Company ("Lender") and the undersigned dealer ("Dealer"), the annual rate of interest and other charges shall be as follows:

**FOR NEW, PROGRAM, DEMONSTRATOR, AND SERVICE LOANER VEHICLES:**

**Interest Rate:** Index Rate plus 1.00 % per annum; provided, however, that upon the occurrence and during the continuation of an Event of Default under the Agreement, the foregoing Interest Rate shall be increased by two percent (2.00%) per annum.

Maturity for Program Vehicles is six months. "Program Vehicles" are defined as current model year or 1 year-old Kia vehicles with 15,000 miles or less returned from daily rental service and purchased at auction or private sale, and current model year or 1 year-old Kia titled factory demonstrators purchased from Kia Motor America at auction or private sale.

Maturity for Demonstrator Vehicles is twelve months. For each Demonstrator Vehicle, which cannot exceed 6,000 miles, Dealer agrees to remit an amount equal to 2% of the principal amount originally advanced, beginning on the 4<sup>th</sup> month following the date of the advance and continuing through the 11<sup>th</sup> month.

Maturity for Service Loaner Vehicles is twelve months. For each factory ordered Service Loaner Vehicle, Dealer agrees to remit an amount equal to 1.00% of the principal amount originally advanced, beginning on the 1<sup>st</sup> month following the date of the advance and continuing through the 11<sup>th</sup> month.

**FOR USED VEHICLES:**

**Interest Rate:** Index Rate plus 1.50 % per annum; provided however, that upon occurrence and during the continuation of an Event of Default under the Agreement, the foregoing Interest Rate shall be increased by two percent (2.00%) per annum.

Maturity for Used Vehicles is four months. Lender may determine whether a vehicle is "new" or "used" in its sole discretion.

Lender shall establish and may, from time to time, in its discretion, increase or decrease the total of advances to be made to or on behalf of Dealer with respect to used vehicles, the makes, models, types and age of such vehicles eligible for advances, as well as the amount which will be advanced with respect to each such vehicle.

**OTHER TERMS:**

As used herein, "Index Rate" shall equal the floating commercial loan rate of Citibank, N.A. announced from time to time as its "prime rate" or "base rate" (herein called "prime rate"). Any change in the Citibank, N.A. prime rate shall effect immediately a corresponding change in the Index Rate. Notwithstanding anything expressed or implied herein to the contrary, it is recognized that the Citibank, N.A. prime rate and the Index Rate are not necessarily the rates of interest charged by the Citibank, N.A. or Lender to their respective most creditworthy customers.

Lender may, in its sole discretion from time to time, change the definition of the Index Rate, the percentage specified in excess thereof, and/or the other charges, by means of a revised Interest Rate and Charges Addendum executed by Dealer and Lender; provided, however, that in the event Dealer refuses to execute such a revised Addendum within five (5) calendar days after a request to do so from Lender, then Lender may suspend advances to be made after the proposed effective date of such change and terminate the Agreement in accordance with the notice provisions of Section 4.b. thereof.



The repayment schedule noted above is in addition to and not in lieu of the Dealer's obligation to repay any advance in accordance with Section 3.a. and 3.b. of the Agreement.


The parties agree that any Demonstrator Addendum entered into prior to the Agreement or this Addendum shall be subject to the Agreement.

Executed on this 27<sup>th</sup> day of July 2005.

INCREDIBLE AUTO SALES, LLC.

HYUNDAI MOTOR FINANCE COMPANY

By:   
R. Nick Gutierrez  
Managing Member

By:   
Brian P. Fallon  
National Manager, Commercial Credit

FILE No. 263 04/24 '06 12:05 D:MT SEC OF STATE

FAX: 407 14 3976

PAGE 6/ 11

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
800-874-8820	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Walnut Creek UCC Team   Mike Ruder 1350 Treat Blvd Suite 100 Walnut Creek, CA 94597	
CT Lien Ref #: 332597	
6259599 WO Filed with: MT Secretary of State	

Montana Secretary of State  
07/26/2005 3:13:00 AM  
Filed: 83548795  
\$7 CT9899

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (1a or 1b) - do not abbreviate or combine names)					
1a. ORGANIZATION'S NAME Incredible Auto Sales, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 1832 King Avenue West			CITY Billings	STATE MT	POSTAL CODE 59101
1d. TAX ID #: SSN OR EIN		ADD. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC		1f. JURISDICTION OF ORGANIZATION Montana
					1g. ORGANIZATIONAL ID # if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (2a or 2b) - do not abbreviate or combine names)					
2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION
					2g. ORGANIZATIONAL ID # if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - (Insert only one secured party name (3a or 3b))					
3a. ORGANIZATION'S NAME Hyundai Motor Finance Company					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 10550 Talbert Avenue			CITY Fountain Valley	STATE CA	POSTAL CODE 92708
4. THE FINANCING STATEMENT covers the following collateral:					
A. All inventory of new and used motor vehicles and other personal property held for sale or lease including, but not limited to display or demonstration items, returns and repossessions, and all accessories and additions or accessions thereto;					
B. All accounts or rights to payment of money including but not limited to, accounts receivable from any manufacturer, distributor, and any dealer participation or other account maintained by secured party(ies) in the name of Debtor(s);					
C. All chattel paper, contract rights and general intangibles;					
D. All office furniture, shop equipment, computer equipment and records, tools, lease improvements and fixtures, and other personal property; and					
5. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> LESSOR/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> SALESBAYOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AS, LSH <input type="checkbox"/> NON-UCC FILING					
6. THE FINANCING STATEMENT is to be filed for recording (or recording) in the REAL ESTATE RECORDS <input type="checkbox"/> AND/OR <input type="checkbox"/> 7. CREDITS TO RECORD SEARCH REPORT (if so, Debtor's) <input type="checkbox"/> As Debtor <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2					
8. OPTIONAL FILER REFERENCE DATA					

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

EXHIBIT

3

FILE No.263 04/24 '06 12:05 ID:MT SEC OF STATE

FAX:40 44 3976

PAGE 7/ 11

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT  
ORGANIZATION'S NAME  
Incredible Auto Sales, LLC  
INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME,SUFFIX

Montana Secretary of State  
07/26/2005 9:19:00 AM  
Filed: 83548795  
#7 CT9899

Use this space for additional information:

Additional Collateral Text:

E. All cash and non-cash proceeds of all of the foregoing including, but not limited to, insurance proceeds, chattel paper, accounts or assignments of accounts.



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

800-874-8820

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Walnut Creek UCC Team I  
1350 Treat Blvd  
Suite 100  
Walnut Creek, CA 94597

6274282-01

L NO

CT Lien Ref #: 340350

Filed with MT:Secretary of State

Montana Secretary of State

03/25/2005 9:28:00 AM

Filed: 83946575

#7 CT1148

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Incredible Auto Sales, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 150 1st Avenue North CITY STATE POSTAL CODE COUNTRY

Billings

MT

59102

US

1d. TAX ID # SSN OR EIN ADD. INFO RE ORGANIZATION 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

LLC

Montana

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID # SSN OR EIN ADD. INFO RE ORGANIZATION 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Hyundai Motor Finance Company

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS 10550 Talbert Avenue CITY STATE POSTAL CODE COUNTRY

Fountain Valley

CA

92728

US

4. This FINANCING STATEMENT secures the following collateral:

- A. All inventory of new and used motor vehicles and other personal property held for sale or lease including, but not limited to display or demonstration items, returns and repossessions, and all accessories and additions or accessions thereto;
- B. All accounts or rights to payment of money including but not limited to, accounts receivable from any manufacturer, distributor, and any dealer participation or other account maintained by Secured Party(ies) in the name of Debtor(s);
- C. All chattel paper, contract rights and general intangibles;
- D. All office furniture, shop equipment, computer equipment and records, tools, lease improvements and fixtures, and other personal property; and

5. ALTERNATIVE DESIGNATION (if applicable) LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOEY SELLER/BUYER AG. LIEN NON-UCC FILING

6. THE FINANCING STATEMENT IS TO BE FILED BY FILER (OR FILER'S ATTORNEY) 7. CHECK THE CORRECT SEARCH REPORT (1) BY FILER (2) BY ATTORNEY (3) BY CREDITORS

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2004)

EXHIBIT

4

**NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**  
**ORGANIZATION'S NAME**

Incredible Auto Sales, LLC

**INDIVIDUAL'S LAST NAME**

**FIRST NAME**

**MIDDLE NAME, SUFFIX**

Use this space for additional information:

**Additional Collateral Text:**

B. All cash and non-cash proceeds of all of the foregoing including, but not limited to, insurance proceeds, chattel paper, accounts or assignments of accounts.

Montana Secretary of State  
08/25/2005 9:28:00 AM  
Filed: 83946575  
#7 CT1148

COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
800-874-8820	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Walnut Creek UCC Team 1 1350 Treat Blvd Suite 100 Walnut Creek, CA 94597	
CT Lien Ref #: 453379 Filed with: MT:Secretary of State	

Montana Secretary of State  
 10/06/2006 9:52:00 AM  
 Filed: 89380937  
 \$7 CT9899

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Incredible Auto Sales, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2951 King Avenue West		CITY Billings	STATE MT	POSTAL CODE 59101
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Montana
				1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Hyundai Motor Finance Company				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 10550 Talbert Avenue		CITY Fountain Valley	STATE CA	POSTAL CODE 92708
				COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

- A. All inventory of new and used motor vehicles and other personal property held for sale or lease including, but not limited to display or demonstration items, returns and repossessions, and all accessories and additions or accessions thereto;
- B. All accounts or rights to payment of money including but not limited to, accounts receivable from any manufacturer, distributor, and any dealer participation or other account maintained by Secured Party(ies) in the name of Debtor(s);
- C. All chattel paper, contract rights and general intangibles;
- D. All office furniture, shop equipment, computer equipment and records, tools, lease improvements and fixtures, and other personal property; and

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

6499426 W01

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

COPY

EXHIBIT

5

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME

Incredible Auto Sales, LLC

INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME,SUFFIX

Montana Secretary of State

10/06/2006 9:52:00 AM

Filed: 89380937

\$7 CT9899

Use this space for additional information:

Additional Collateral Text:

E. All cash and non-cash proceeds of all of the foregoing including, but not limited to, insurance proceeds, chattel paper, accounts or assignments of accounts.

COPY



**Brad Johnson • Montana Secretary of State • Business Services Bureau**  
 Room 280, Capitol Building, PO Box 202801, Helena MT 59620-2801  
 Phone (406) 444-3885 • Fax (406) 444-3976 • E-mail sos@mt.gov  
 www.sos.mt.gov

**Montana UCC Filing Acknowledgment - Original Filing #: 89380937**

October 06, 2006  
 Page 1 of 1

CT CORPORATION SYSTEM  
 JOE VILLEDA 6499426 WO  
 1350 TREAT BLVD STE 100  
 WALNUT CREEK CA 94597

Filing Fee: \$7.00  
 Priority Fee: \$0.00  
 Fax fee: \$0.00  
**\$7.00**

FedEx: na

The Montana Secretary of State's Office has received and filed your document. The information stated below reflects the data that was indexed in our system. Please review the information for accuracy. If you find a potential error, please promptly notify a UCC specialist at (406) 444-2468.

Filing Type: **UCC Lien**

Original Filing #: **89380937**

Filing Date: **10/06/2006**

Filing Time: **9:52AM**

Lapse Date: **10/06/2011**

Party Type  
**Debtor**

Party Name and Address  
**Incredible Auto Sales, LLC**  
**2851 King Avenue West**  
**Billings MT 59101**

Social Security/Tax ID

**Secured Party**

**Hyundai Motor Finance Company**  
**10550 Talbert Avenue**  
**Fountain Valley CA 92708**

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If the filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

CT9899





INCREDBLE KIA

**SOLD UNITS**

[illegible]

KNAGD128665	442057	2006 KIA	OPTIMA LX/	11/09/05	19,654.00	KNAGD128165	440584	2006 KIA	OPTIMA	08/19/05	17,514.00	10/05/06	Selzer
KNAGD128665	458646	2006 KIA	OPTIMA LX/	11/10/05	18,562.00								
KNAGD128765	458753	2006 KIA	OPTIMA LX/	11/10/05	18,562.00								
KNAGD128X65	460851	2006 KIA	OPTIMA LX/	11/10/05	19,654.00								
KNAGD128565	461697	2006 KIA	OPTIMA LX/	11/10/05	19,654.00								
KNAGD126365	463043	2006 KIA	OPTIMA LX/	09/27/05	16,562.50								
KNAGD125465	466081	2006 KIA	OPTIMA LX/	11/08/05	17,389.00								
KNDJC733865	600013	2006 KIA	SORENTO	08/29/06	25,085.00								
KNDJC733565	638631	2006 KIA	SORENTO	07/17/06	26,262.00								
KNDJC73265	649501	2006 KIA	SORENTO	08/30/06	30,007.00	KNDJC733865	637224	2006 KIA	SORENTO	08/29/06	29,975.00	09/30/06	Bennetts
Total 30 Units					635,980.67	KNDJC733X65	657426	2006 KIA	SORENTO	09/06/06	27,703.00	09/30/06	Hoskins
Program Vehicles:						Total 9 Units				Total New Kia	204,476.00		
KNAGD128565	440851	2006 KIA	OPTIMA LX/	05/23/06	11,360.00	Program Vehicles:							
Total 1 Units					11,360.00	KNDJE723057	37019	2005 KIA	SPORTAGE	02/21/06	16,852.50	09/14/06	Wholesale
Used Vehicles:						Total 1 Unit				Total Program	16,852.50		
2CNDL73F456	11384	2005 CHE	V EQUINOX	07/21/06	14,420.00	Used Vehicles:							
KNALD124255	52308	2005 KIA	AMANTI	06/14/06	14,625.00	KNADE163966	27372	2006 KIA	RIO5	09/27/06	11,325.00	10/09/06	May Day
KNALD124155	56351	2005 KIA	AMANTI	06/14/06	14,525.00								
KNALD124155	57614	2005 KIA	AMANTI	06/14/06	14,125.00								
KNALD124755	57617	2005 KIA	AMANTI	06/14/06	14,325.00								
WVALD64B23N	71852	2003 AUD	1A6 2.7T Q	11/30/05	16,485.00								
1GKDT13S062	103903	2008 GMC	ENV0Y	08/03/06	21,080.00								
2G1WB55K569	108472	2006 CHE	V IMPALA LS	03/24/06	12,968.00								
1G1ZT51F26F	110139	2006 CHE	V MALIBU LT	08/03/06	12,520.00								
1G1ZT51F46F	111440	2006 CHE	V MALIBU LT	08/03/06	12,620.00	1G1ND52F15M	111061	2005 CHE	V CLASSIC	09/15/06	7,840.00	09/08/06	LaFontaine
1B3ES26C95D	111645	2005 DOD	G NEON SE	10/02/06	7,350.00								
2G1WB55K469	112772	2006 CHE	V IMPALA LS	03/24/06	12,888.00								
1GNDT13S262	113576	2006 CHE	V TRAILBLAZ	08/03/06	20,140.00								
KNAFE121655	116141	2005 KIA	NEW SPECTR	08/29/06	6,440.00								
1FAFP23195G	116243	2005 FOR	D FIVE HUND	06/20/06	13,060.00								

[illegible]

INCREDIBLE KIA									
2G3WP552961	229758	2006 PON T GRAND PRI	08/08/06	15,185.00					
1C3EL46XX6N	231318	2006 CHR Y SEBRING	08/23/06	11,125.00					
1G1ND52F15M	234620	2005 CHE V CLASSIC	10/06/06	8,550.00	1G1JC12F847	235271	2004 CHE V CAVALIER	10/06/06	7,235.00 10/07/06 Nader
					1GNDT13S262	237315	2006 CHE V TRAILBLAZ	09/26/06	16,200.00 10/20/06 Dockter
1G2NE52E05M	240750	2005 PON T GRAND AM	08/23/06	10,425.00					
1G2NE52E95M	240875	2005 PON T GRAND AM	08/23/06	10,425.00					
1G2NE52F95M	249080	2005 PON T GRAND AM	08/29/06	8,560.00	2G1WH452K549	243192	2004 CHE V IMPALA LS	09/15/06	8,505.00 NSF Rouillard
2G1WF52E859	250977	2005 CHE V IMPALA	03/24/06	9,088.00	1G2NE52E05M	251618	2005 PON T GRAND AM	10/02/06	9,775.00 10/06/06 Johnson
1G2NE52E55M	251839	2005 PON T GRAND AM	10/06/06	9,050.00					
1FAFP34N66W	259566	2005 FOR D FOCUS ZX4	09/27/06	8,540.00	1G1ND52F55M	253719	2005 CHE V CLASSIC	08/29/06	8,480.00 10/02/06 Avis Rock
1B3ES56C15D	273674	2005 DOD G NEON SXT	09/27/06	9,000.00					
1B3ES56C75D	273744	2005 DOD G NEON SXT	09/27/06	9,000.00					
					1GNDV23L35D	274403	2005 CHE V UPLANDER	08/23/06	13,025.00 10/02/06 Geiser
					1B3ES56C85D	275471	2005 DOD G NEON SXT	09/15/06	8,340.00 NSF Whiteside
KNDJC733545	285443	2004 KIA SORENTO	03/10/06	8,912.00					
KNAFE121385	290993	2006 KIA NEW SPECTR	08/29/06	10,440.00					
2C4GP44R89R	369447	2005 CHR Y TOWN & CO	09/20/06	11,280.00					
					3C4FY48B74T	320859	2004 CHR Y PT CRUISE	02/24/06	7,104.00 09/29/06 Frinkbamer
2G3ZWP522941	322572	2004 PON T GRAND PRI	05/23/06	8,829.00					
4S4BF61C167	325543	2006 SUB A LEGACY OU	08/29/06	12,700.00					
1J4GW48S24C	340923	2004 JEE PLCF	08/23/06	12,280.00	1G1ZT62825F	335729	2005 CHE V MALIBU MA	03/03/06	11,020.00 NSF Kallispell
1D4GP24R758	364168	2005 DOD G CARAVAN/G	05/02/06	9,990.00					
					2G1WF52E459	378343	2005 CHE V IMPALA	03/24/06	10,048.00 NSF Kallispell
					KNAGD128755	378690	2005 KIA OPTIMA LX/	10/02/06	6,850.00 10/01/06 Long
1GCHK29U74E	382695	2004 CHE V 2KH	08/25/06	15,640.00					
3N1CB51D16L	463589	2006 NIS S SENTRA 1.	08/08/06	10,975.00					
3N1CB51D44L	477337	2004 NIS S SENTRA 1.	08/01/06	9,600.00					
1D4GP24R568	504249	2006 DOD G CARAVAN/G	04/19/06	12,614.40					
1B34HB48B27D	530095	2007 DOD G CALIBER S	10/04/06	15,385.00	1C3EL46X75N	524382	2005 CHR Y SEBRING	09/27/06	9,590.00 09/30/06 Shawn Johnson
1J4GW48S13C	560519	2003 JEE P LRO	06/09/06	11,700.00					
1D7HU16NX3J	562038	2003 DOD G S15	08/08/06	11,960.00					
1C3EL46X35N	568587	2005 CHR Y SEBRING	10/05/06	9,560.00					

## INCREDIBLE KIA

1J4GV48S73C	599152	2003 JEE	P L R O	06/09/06	10,900.00	2C4GP44R95R	599847	2005 CHR	Y TOWN & CO	10/05/06	11,800.00	10/09/06	Car Filed
1C3EL46XX5N	598184	2005 CHR	Y SEBRING	05/23/06	8,648.00	1G1AL15F967	602385	2006 CHE	V COBALT LT	08/24/06	10,100.00	09/28/06	Reidy
1MEFM50J12G	614160	2002 MER	C SABLE GS/	10/03/06	4,700.00	1C3EL46XX5N	628316	2005 CHR	Y SEBRING	01/26/06	7,742.00	NSF	Kallispell
1G1AK15F967	618130	2006 CHE	V COBALT LS	10/06/06	9,550.00								
1G1AK55F267	628742	2006 CHE	V COBALT LS	04/11/06	10,327.50								
1D4HS78Z43F	630584	2003 DOD	G DURANGO	01/04/06	10,840.00	1B3EL46X05N	667397	2005 DOD	G STRATUS S	09/27/06	9,000.00	10/20/06	Odei
1G1AL52F457	646983	2005 CHE	V COBALT LS	10/06/06	9,250.00	KNOUP132856	681450	2005 KIA	SEDONA	05/18/06	10,273.50	09/27/06	B. Miller
1B3EL46X05N	668831	2005 DOD	G STRATUS S	08/23/06	9,300.00								
1C3EL46J95N	687968	2005 CHR	Y SEBRING	04/28/06	8,836.00								
1G1ND52J93M	699843	2003 CHE	V MALIBU	10/05/06	7,100.00								
1C3EL46X05N	703184	2005 CHR	Y SEBRING	09/27/06	9,100.00								
3B7HF13ZX1G	759270	2001 DOD	G Q15	08/02/06	10,700.00								
1FTZR4E34P	A07225	2004 FOR	D RNS	10/03/06	9,740.00								
2FTRX18LD3C	A35836	2003 FOR	D F15	07/17/06	10,560.00								
1FTYR15EZ5P	A63716	2005 FOR	D RNS	06/20/06	14,200.00								
1FTRF18W4YN	A69700	2000 FOR	D F15	03/28/06	7,840.00								
2FMZA57635B	A89348	2005 FOR	D FREESTAR	08/01/06	14,100.00								
2FTPX18L23C	B06655	2003 FOR	D F15	04/11/06	14,116.50								
1FTYR14DX2P	B21673	2002 FOR	D RNS	08/24/06	7,835.00								
1FMZU73E04Z	B32359	2004 FOR	D EXPLORER	08/11/06	14,100.00								
1FMZU72K53Z	B48972	2003 FOR	D EXPLORER	08/01/06	10,325.00								
1FTRX14W75K	B60170	2005 FOR	D F15	09/15/06	12,980.00								
1FMZU73K15U	B60868	2005 FOR	D EXPLORER	09/20/06	14,500.00								
1YVHP84C555	M88683	2005 MAZ	D 6i	09/27/06	13,125.00								
Total 96 Units					1,096,199.90	Total 23 Units							
TOTAL 134 Units					1,800,561.81	TOTAL 33 UNITS							

Total Used 221,518.50  
TOTAL SOLD UNITS 442,947.00

\$2,243,608.81



Company: 002

Report ID: INV\_REP

Dealer: KMMT004

Incredible Kia

1832 King Avenue West  
Billings, MT 59101

Lenders -

Betty Anderson - 307.587.3992

Kerri Johnson - 654.6500 10/10/06

Audrey 10/10/06  
10/10/06

Hyundai Motor Finance Company

## INVENTORY BY SERIAL NUMBER

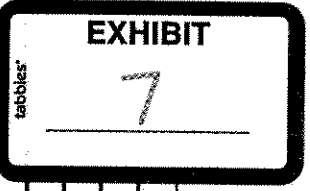
As Of: 10/06/2006

113576 - T. place  
10/06/2006  
08:27:32  
Code: 0458

MSO Mileage			Stock #	Serial #	Year	Make / Model	Effective Date	Current Due Condition		
								Principal	G F P	Presold? Comments
Collateral Type: Service Loaners										
✓	34724			KNALD124345	022698	2004	KIA AMANTI	08/15/2005	13,888.37	
✓		Title		KNDJC733045	246503	2004	KIA SORENTO	08/12/2005	16,123.29	Loaner Betty Prindell
✓		Title		KNADC125746	286291	2004	KIA RIO	08/12/2005	7,391.08	Kerri Johnson
✓		Title		KNAFB121X45	318424	2004	KIA SPECTRA/L	08/12/2005	8,139.86	Luella Russell
				KNDUP131046	564810	2004	KIA SEDONA - Shuttle Van	08/22/2005	11,578.64	
									57,121.24	

## 5 Units

Collateral Type: New Kia Vehicles								
✓		KNDMB233X66	2006	KIA SEDONA	06/27/2006	22,937.00		
✓		KNDMB233466	2006	KIA SEDONA	07/12/2006	23,028.00		
✓		KNDMB233366	2006	KIA SEDONA	07/14/2006	23,160.00		
✓		KNAGE124465	2006	KIA OPTIMA LXIEX	04/18/2006	19,888.00		
✓		KNDMB233366	2006	KIA SEDONA	07/06/2006	22,804.00		
✓		KNALD124055	2005	KIA AMANTI	08/15/2005	24,774.30		
✓		KNALD124155	2005	KIA AMANTI	08/22/2005	22,891.07		
✓		KNALD124455	2005	KIA AMANTI	08/19/2005	24,760.80		
✓		KNALD124655	2005	KIA AMANTI	09/29/2006	22,009.60		
✓		KNDMB233766	2006	KIA SEDONA	06/13/2006	22,804.00		
✓		KNDMB233166	2006	KIA SEDONA	09/07/2006	24,231.00		
✓	9/30	KNAGE124565	2006	KIA OPTIMA LXIEX 9/30	08/21/2006	20,689.00		R. Rasmussen - KnfC
✓		KNALD124755	2005	KIA AMANTI	09/27/2005	23,693.40		
✓		KNDMB233266	2006	KIA SEDONA	04/05/2006	27,930.00		
✓		KNAGE123865	2006	KIA OPTIMA LXIEX	08/29/2006	21,459.00		
✓		KNAGE123865	2006	KIA OPTIMA LXIEX	08/29/2006	17,430.00		
✓		KNDMB233X66	2006	KIA SEDONA	09/12/2006	28,153.00		
✓		KNDJE723867	2006	KIA SPORTAGE	12/02/2005	20,351.00		
✓		KNAFE121965	2006	KIA NEW SPECTRA	11/21/2005	15,111.00		
✓		KNAFE161365	2006	KIA NEW SPECTRA	11/29/2005	16,401.00		
✓		KNAFE121965	2006	KIA NEW SPECTRA	12/05/2005	15,340.00		



Company: 002  
Report ID: INV\_REP  
Dealer: KMMT004  
Incredible Kia  
1832 King Avenue West  
Billings, MT 59101

Hyundai Motor Finance Company  
INVENTORY BY SERIAL NUMBER  
As Of: 10/06/2006

Page: 2  
10/06/2006  
08:27:32

MSO Mileage		Stock #	Serial #	Year Make / Model	Effective Date	Current Due Condition		Principal	G F P	Presold?	Comments
✓			KNAFE121565 243173 ✓	2006 KIA NEW SPECTRA	12/06/2005			15,340.00			
✓			KNDJE723X67 266874 ✓	2006 KIA SPORTAGE	06/21/2006			20,785.00			
✓			KNDJE723767 267187 ✓	2006 KIA SPORTAGE	07/03/2006			21,543.00			
✓	10/5	10/2	KNDJE723X67 279558 <u>SOLD</u>	2006 KIA SPORTAGE 537.69.0839	08/29/2006			20,929.00			Deniel Stefanik - WFS
✓			KNAFE121665 332492 ✓	2006 KIA NEW SPECTRA	09/14/2006			15,431.00			
✓	10/9	10/5	KNAGD128165 440884 <u>SOLD</u>	2006 KIA OPTIMA	08/19/2005			17,514.00			Andre Sotter - KMFC
✓			KNAGD128665 442057 ✓	2006 KIA OPTIMA LX/EX	11/09/2005			19,654.00			
✓			KNAGD128665 458646 ✓	2006 KIA OPTIMA LX/EX	11/10/2005			18,562.00			
✓			KNAGD128765 458753 ✓	2006 KIA OPTIMA LX/EX	11/10/2005			18,562.00			
✓			KNAGD128X65 460951 ✓	2006 KIA OPTIMA LX/EX	11/10/2005			19,654.00			
✓			KNAGD128565 461887 ✓	2006 KIA OPTIMA LX/EX	11/10/2005			19,654.00			
✓			KNAGD128365 463043 ✓	2006 KIA OPTIMA LX/EX	09/27/2005			16,582.50			
✓			KNAGD126465 468081 ✓	2006 KIA OPTIMA LX/EX	11/08/2005			17,389.00			
✓			KNDJC733865 600013 ✓	2006 KIA SORENTO	08/29/2006			25,085.00			
✓			KNDJC733565 636631 ✓	2006 KIA SORENTO	07/17/2006			26,262.00			
✓	10/2	9/30	KNDJC733865 637224 <u>SOLD</u>	2006 KIA SORENTO 937.504.15.7324	08/29/2006			29,975.00			John Bennett - BofA
✓			KNDJC733265 649501 ✓	2006 KIA SORENTO	08/30/2006			30,007.00			
✓	10/2	9/30	KNDJC733X65 657426 <u>SOLD</u>	2006 KIA SORENTO	09/05/2006			27,703.00			Wade Hoskin - BofA
Collateral Totals:								840,456.67			
39 Units											
Collateral Type: Program Vehicles											
✓	P3744	9/23	KNDJE723057 037019 <u>SOLD</u>	2005 KIA SPORTAGE	02/21/2006			16,852.50			Sonye Arroyo - WFS
✓	P3750		KNAGD128X65 424677	2005 KIA OPTIMA LX/EX	08/24/2006			9,562.50			Plenty
✓	P3857		KNAGD128565 440851 ✓	2005 KIA OPTIMA LX/EX	05/23/2006			11,360.00			
Collateral Totals:								37,775.00			
3 Units											
Collateral Type: Used Vehicles											
✓	P3980		2CNDL73F456 011384 ✓	2005 CHEV EQUINOX	07/21/2006			14,420.00			
✓	P4078		KNADL163966 027372 <u>SOLD</u>	2006 KIA RIO5 Mary Day	09/27/2006			11,325.00			Citi
✓	P3944		KNALD124255 052308 ✓	2005 KIA AMANTI	06/14/2006			14,525.00			
✓	P3938		KNALD124155 056351 ✓	2005 KIA AMANTI	06/14/2006			14,525.00			

Company: 002  
Report ID: INV\_REP  
Dealer: KMMT004  
Incredible Kia  
1832 King Avenue West  
Billings, MT 59101

Hyundai Motor Finance Company  
**INVENTORY BY SERIAL NUMBER**  
As Of: 10/06/2006

Page: 3  
10/06/2006  
08:27:32

MSO	Mileage	Stock #	Serial #	Year	Make / Model	Effective Date	Current Due Condition			Comments
							Principal	G F P	Presold?	
✓		P3843	KNALD124155 057614 ✓	2005	KIA AMANTI	06/14/2006	14,125.00			
✓		P3842	KNALD124755 057617 ✓	2005	KIA AMANTI	06/14/2006	14,325.00			
✓		P3825	WAULD64B23N 071852 ✓	2003	AUDI A6 2.7T QUAT	11/30/2005	16,485.00			
✓		P4000	1GKDT13S062 103903 ✓	2006	GMC ENVOY	08/03/2006	21,080.00			
✓		P3798	2G1WB55K569 108472 ✓	2006	CHEV IMPALA LS	03/24/2006	12,968.00			
✓		P4002	1G1ZT51F26F 110139 ✓	2006	CHEV MALIBU LT	08/03/2006	12,520.00			
✓		P4067 9/33	1G1ND52F15M 111068 (SOLD) ✓	2005	CHEV CLASSIC	09/15/2006	7,840.00			BFA MacKale Fountain
✓		P4001	1G1ZT51F46F 111440 ✓	2006	CHEV MALIBU LT	08/03/2006	12,620.00			
✓		P4092	1B3ES26C95D 111645 ✓	2005	DODG NEON/SE	10/02/2006	7,350.00			
✓		P3804	2G1WB55K469 112772 ✓	2006	CHEV IMPALA LS	03/24/2006	12,888.00			
✓		P4003	1GNDT13S262 113576 ✓	2006	CHEV TRAILBLAZER	08/03/2006	20,140.00			
✓		P4063	KNAFE121655 116141 ✓	2005	KIA NEW SPECTRA	08/29/2006	6,440.00			
✓		P3951	1FAFP23195G 116243 ✓	2005	FORD FIVE HUNDRED	06/20/2006	13,060.00			
✓		P4045	1G2NF52F93C 119787 ✓	2003	PONT GRAND AM SE1	09/15/2006	7,490.00			
✓	10/5	P3947 9/35	1FAFP53U36A 121692 (SOLD) ✓	2006	FORD TAURUS SE S18-72-60F8	06/14/2006	9,750.00			Becky Martin - Dupl
✓		P3861	1FAFP53U86A 121854 ✓	2006	FORD TAURUS SE	05/05/2006	10,484.00			
✓		P4097	1GMDV23E75D 121917 ✓	2005	PONT MONTANA	10/04/2006	12,700.00			
✓		P4101	KNAFE121655 124532 ✓	2005	KIA NEW SPECTRA	10/03/2006	8,760.00			
✓		P3797	2G2WP652861 124788 ✓	2006	PONT GRAND PRIX	03/24/2006	12,568.00			
✓		P3848	1FAFP53U86A 125581 ✓	2006	FORD TAURUS SE	04/14/2006	10,143.00			
✓		P3911	1FAFP53U56A 126364 ✓	2006	FORD TAURUS SE	05/23/2006	10,044.00			
✓		P3793	1GMDV33L36D 128082 ✓	2006	PONT MONTANA	03/15/2006	13,940.00			
✓		P3995	1G4HP54KX14 128120 ✓	2001	BUIC LESABRE CUST	08/08/2006	8,035.00			
✓		P3849	1FAFP53U46A 129353 ✓	2006	FORD TAURUS SE	04/14/2006	9,963.00			
✓		P3928	KNAFE121655 133201 ✓	2005	KIA NEW SPECTRA	07/12/2006	7,080.00			
✓		P4061	1G8AJ55F06Z 135098 ✓	2006	STRN ION LEVEL 2	08/29/2006	9,080.00			
✓		P4082	1FAFP23185G 136144 ✓	2005	FORD FIVE HUNDRED	10/02/2006	13,000.00			
✓		P4085	JM1FE173550 141879 ✓	2005	MAZD RX8	09/20/2006	18,940.00			
✓		P3844	1FAFP53U86A 144969 ✓	2006	FORD TAURUS SE	04/11/2006	10,587.50			



Company: 002  
Report ID: INV\_REP  
Dealer: KMMT004  
Incredible Kia  
1832 King Avenue West  
Billings, MT 59101

Hyundai Motor Finance Company  
**INVENTORY BY SERIAL NUMBER**  
As Of: 10/06/2006

Page: 4  
10/06/2006  
08:27:32

				Current Due Condition			
MSO	Mileage	Stock #	Serial #	Year Make / Model	Effective Date	Principal	G F P Presold? Comments
✓		P4064	1D4HB48N06F 146481 ✓	2006 DODG DURANGO	08/23/2006	20,460.00	
✓		P3883	1GNDX03E23D 150555 ✓	2003 CHEV VENTURE	04/28/2006	8,568.00	
✓		P3896	1FAFP53U46A 152759 ✓	2006 FORD TAURUS SE	05/11/2006	10,057.50	
✓		P4108	1GNDT13X74K 163169 ✓	2004 CHEV BLAZER	10/05/2006	12,060.00	
✓		P3859	1FAFP53U86A 166608 ✓	2006 FORD TAURUS SE	05/05/2006	10,494.00	
✓		P3860	1FAFP53U46A 166617 ✓	2006 FORD TAURUS SE	05/05/2006	10,494.00	
✓		P3813	2G1WFS2E659 174174 ✓	2005 CHEV IMPALA	03/22/2006	8,064.00	
✓		P4107	KL5JD56Z55K 174188 ✓	2005 SUZU FORENZA S	10/03/2006	7,060.00	
✓		P3966	1FAFP53U46A 174454 ✓	2006 FORD TAURUS SE	07/06/2006	9,910.00	
✓		P4096	1G2ZF55B164 176395 ✓	2006 PONT G6 SE	10/04/2006	14,560.00	
✓		P4104	1G1ND52F75M 177176 ✓	2005 CHEV CLASSIC	10/05/2006	8,700.00	
✓	10/6	P3782 9/23	2G2WP52Z751 182085 <b>SOLD</b>	2005 PONT GRAND PRX	03/09/2006	9,888.00	(Kellispell)
✓			1G2NE52E85M 187750 ✓	2005 PONT GRAND AM SE	04/17/2006	9,544.50	
✓			1G1ZT54885F 188016 ✓	2005 CHEV MALIBU LS	04/17/2006	9,814.50	
✓		P4074	1G1ND52F95M 193038 ✓	2005 CHEV CLASSIC	09/27/2006	8,900.00	
✓		P4093	1J4GL48K36W 197653 ✓	2006 JEEP SPR	09/22/2006	14,700.00	
✓	10/6	P4026 10/1	KNAFE121355 198530 <b>SOLD</b>	2005 KIA NEW SPECTRA 528.39.519A	08/18/2006	9,160.00	Darryl Dice - Valley
✓		P4077	1G1ND52F95M 216287 ✓	2005 CHEV CLASSIC	09/27/2006	9,200.00	
✓		P3867	1G1ZT54835F 221438 ✓	2005 CHEV MALIBU LS	05/05/2006	10,224.00	
✓		P3866	1G1ZT54855F 224647 ✓	2005 CHEV MALIBU LS	05/05/2006	9,832.50	
✓		P3889	2G2WP552961 229758 ✓	2006 PONT GRAND PRX	08/08/2006	15,185.00	
✓		P4012	1C3EL46XX6N 231318 ✓	2006 CHRY SEBRING	08/23/2006	11,125.00	
✓		P4090	1GNDT13S262 237315 ✓	2006 CHEV TRAILBLAZER	09/26/2006	16,200.00	
✓		P4010	1G2NE52E05M 240750 ✓	2005 PONT GRAND AM SE	08/23/2006	10,425.00	
✓		P4011	1G2NE52E95M 240875 ✓	2005 PONT GRAND AM SE	08/23/2006	10,425.00	
✓	10/6	P4043 9/23	2G1WH52K549 243195 <b>SOLD</b>	2004 CHEV IMPALA LS	09/15/2006	8,505.00	Robert Bevilacqua - Debit
✓		P4059	1G2NE52F95M 248080 ✓	2005 PONT GRAND AM SE	08/29/2006	8,560.00	
✓		P3807	2G1WFS2E859 250877 ✓	2005 CHEV IMPALA	03/24/2006	9,088.00	
✓		P4088 10/6	1G2NE52E05M 251618 <b>SOLD</b>	2005 PONT GRAND AM SE 502-918-0463	10/02/2006	9,775.00	CMAC/Duvel Johnson

Hyundai Motor Finance Company  
INVENTORY BY SERIAL NUMBER  
As Of: 10/06/2006Company: 002  
Report ID: INV\_REP  
Dealer: KMMT004  
Incredible Kia  
1832 King Avenue West  
Billings, MT 59101

MSO	Mileage	Stock #	Serial #	Year	Make / Model	Effective Date	Current Due Condition			Comments
							Principal	G F P	Presold?	
		P4057	10/2	1G1NDS2F55M 253719	2005	CHEV CLASSIC S17.74.4003	8,480.00			Avis Rent - Duvel
		P4081		1FAFP34N65W 259566	2005	FORD FOCUS ZX4	8,540.00			
		P4072		1B3ES56C15D 273674	2005	DODG NEON SXT	9,000.00			
		P4069		1B3ES56C75D 273744	2005	DODG NEON SXT	9,000.00			
	10/2	P4070	9/25	1B3ES56C85D 273988	2005	DODG NEON SXT 525.57.6609	8,900.00			Motor Vehicle - Duvel
	10/10	P4016	10/2	1GNDV23L35D 274403	2005	CHEV UPLANDER 535.11.0712	13,025.00			Michael Geiser - Cap 1
		P4044	9/22	1B3ES56C85D 275471	2005	DODG NEON SXT	8,340.00	406	3557-6238	Shirley Whiteside
		P3809		KNDJC733545 285443	2004	KIA SORENTO	8,912.00			
		K6096A		KNAFE121365 290993	2006	KIA NEW SPECTRA	10,440.00			
				2C4GP44R85R 309447	2005	CHRY TOWN & COUNT	11,280.00			
		P3763	9/29	3C4FY48B74T 320859	2004	CHRY PT CRUISER	7,104.00			Russell Finkbeiner
		P3039A		1GKFK18222J 322480	2002	GMG 1841	9,696.00			CASH
		P3914		2G2WF522941 322572	2004	PONT GRAND PRX G	8,829.00			
		P4060		454BP61C167 325543	2006	SUBA LEGACY OUTBK	12,700.00			
		P3780	9/22	1G1ZT62825F 335729	2005	CHEV MALIBU MAXX	11,020.00			(Kallispell)
		P4039		1J4GW48S24C 340923	2004	JEEP LCF	12,280.00			
				1D4GP24R75B 364168	2005	DODG CARAVAN/GRAN	9,990.00			
		P3805	9/22	2G1WF52E459 378343	2005	CHEV IMPALA	10,048.00			(Kallispell)
	10/2	P4094	10/1	KNAGD126755 378690	2005	KIA OPTIMA LX/EX 517.32.8415	6,850.00			Jeffrey Long - BuPA
		P4040		1GCHK29U74E 382895	2004	CHEV 2KH	15,640.00			
		P3999		3N1CB51D16L 453589	2006	NISS SENTRA 1.8/1	10,975.00			
		P3985		3N1CB51D44L 477337	2004	NISS SENTRA 1.8/1	9,600.00			
		P3840		1D4GP24R56B 504249	2006	DODG CARAVAN/GRAN	12,614.40			
	10/3	P4080	9/30	1C3EL46X78N 524382	2005	CHRY SEBRING Sol. 66.4483	9,590.00			Shawn Johnson - WFS
		P4099		1B3HB48B27D 530095	2007	DODG CALIBER SXT	15,385.00			At Dodge for Repairs
		P3945		1J4GW48S13C 580519	2003	JEEP LRO	11,700.00			
		P3991		1D7HU16NX3J 562038	2003	DODG S15	11,960.00			
		P4098		1C3EL46X35N 588587	2005	CHRY SEBRING	9,580.00			
		3946		1J4GW48S73C 589152	2003	JEEP LRO	10,900.00			



Hyundai Motor Finance Company  
INVENTORY BY SERIAL NUMBER  
As Of: 10/06/2006

Company: 002  
Report ID: INV\_REP  
Dealer: KMMT004  
Incredible Kia  
1832 King Avenue West  
Billings, MT 59101

MSO	Mileage	Stock #	Serial #	Year	Make / Model	Effective Date	Current Due Condition		
							Principal	G F P	Presold? Comments
✓		P4100	2C4GP44R95R 589847 ✓	2005	CHRY TOWN & COUNT	10/05/2006	11,800.00		
		P3903	1C3EL46XX5N 598184 ✓	2005	CHRY SEBRING	05/23/2006	8,649.00		
✓	10/2	P4023 9/28	1G1AL15F967 602388 (SOLD)	2006	CHEV COBALT LT LE 209.50.0113	08/24/2006	10,100.00		Philip Reidy - National
			1MEFM50U12G 614160 ✓	2002	MERC SABLE GS/GS	10/03/2006	4,700.00		
✓	(SOLD)	P3704 9/22	1C3EL46XX5N 628316 (SOLD)	2005	CHRY SEBRING	01/28/2006	7,742.00		(Kelspell)
		P3843	1G1AK55F287 628742 ✓	2006	CHEV COBALT LS LE	04/11/2006	10,327.50		
		P3669	1D4HS78Z43F 630584 ✓	2003	DODG DURANGO	01/04/2006	10,640.00		
		P4007	1B3EL46X05N 666831 ✓	2005	DODG STRATUS SXT	08/23/2006	9,300.00		
		P4073	1B3EL46X45N 667397 ✓	2005	DODG STRATUS SXT	09/27/2006	9,000.00		
✓	10/3	P3905 9/27	KNDUP132856 681450 (SOLD)	2005	KIA SEDONA S16.04.1856	05/18/2006	10,273.50		Brandon Miller - Cap1
			1C3EL46J95N 687966 ✓	2005	CHRY SEBRING	04/28/2006	8,838.00		
		P4042	1G2NF52F04M 695473 ✓	2004	PONT GRAND AM SET	08/31/2006	8,905.00		
		P4105	1C1ND52J93M 699843 ✓	2003	CHEV MALIBU	10/05/2006	7,100.00		
		P4071	1C3EL46X05N 703184 ✓	2005	CHRY SEBRING	09/27/2006	9,100.00		
✓		P3986	3B7HF13ZX1G 759270 ✓	2001	DODG Q15	08/02/2006	10,700.00		
✓		P4109	1FTZR44E34P A07225 ✓	2004	FORD RNS	10/03/2006	9,740.00		
✓		P3824A	2FTRX18L03C A35836 ✓	2003	FORD F15	07/17/2006	10,560.00		
✓		P3954	1FTYR15E25P A63716 ✓	2005	FORD RNS	06/20/2006	14,200.00		
✓		P3789	1FTRF18W4YN A69700 ✓	2006	FORD F15	03/28/2006	7,840.00		
✓		P3983	2FMZA57635B A89348 ✓	2005	FORD FREESTAR	08/01/2006	14,100.00		
✓		P3835	2FTPX18L23C B06655 ✓	2003	FORD F15	04/11/2006	14,116.50		
✓		P3996	1FTYR14DX2P B21673 ✓	2002	FORD RNS	08/24/2006	7,835.00		
✓		P3982	1FMZU73E04Z B32359 ✓	2004	FORD EXPLORER	08/11/2006	14,100.00		
✓		P3984	1FMZU72K53Z B49972 ✓	2003	FORD EXPLORER	08/01/2006	10,325.00		
✓		P4047	1FTRX14W75K B60170 ✓	2005	FORD F15	09/15/2006	12,960.00		
✓			1FMZU73K15U B60888 ✓	2005	FORD EXPLORER	09/20/2006	14,500.00		
		P4076	1YVHP84C555 M68883 ✓	2005	MAZD 6i	09/27/2006	13,126.00		
Collateral Totals:							1,293,234.40		
Dealer Totals:							2,228,587.31		



2000  
 1999  
 1998  
 1997  
 1996  
 1995  
 1994  
 1993  
 1992  
 1991  
 1990  
 1989  
 1988  
 1987  
 1986  
 1985  
 1984  
 1983  
 1982  
 1981  
 1980  
 1979  
 1978  
 1977  
 1976  
 1975  
 1974  
 1973  
 1972  
 1971  
 1970  
 1969  
 1968  
 1967  
 1966  
 1965  
 1964  
 1963  
 1962  
 1961  
 1960  
 1959  
 1958  
 1957  
 1956  
 1955  
 1954  
 1953  
 1952  
 1951  
 1950  
 1949  
 1948  
 1947  
 1946  
 1945  
 1944  
 1943  
 1942  
 1941  
 1940  
 1939  
 1938  
 1937  
 1936  
 1935  
 1934  
 1933  
 1932  
 1931  
 1930  
 1929  
 1928  
 1927  
 1926  
 1925  
 1924  
 1923  
 1922  
 1921  
 1920  
 1919  
 1918  
 1917  
 1916  
 1915  
 1914  
 1913  
 1912  
 1911  
 1910  
 1909  
 1908  
 1907  
 1906  
 1905  
 1904  
 1903  
 1902  
 1901  
 1900  
 1899  
 1898  
 1897  
 1896  
 1895  
 1894  
 1893  
 1892  
 1891  
 1890  
 1889  
 1888  
 1887  
 1886  
 1885  
 1884  
 1883  
 1882  
 1881  
 1880  
 1879  
 1878  
 1877  
 1876  
 1875  
 1874  
 1873  
 1872  
 1871  
 1870  
 1869  
 1868  
 1867  
 1866  
 1865  
 1864  
 1863  
 1862  
 1861  
 1860  
 1859  
 1858  
 1857  
 1856  
 1855  
 1854  
 1853  
 1852  
 1851  
 1850  
 1849  
 1848  
 1847  
 1846  
 1845  
 1844  
 1843  
 1842  
 1841  
 1840  
 1839  
 1838  
 1837  
 1836  
 1835  
 1834  
 1833  
 1832  
 1831  
 1830  
 1829  
 1828  
 1827  
 1826  
 1825  
 1824  
 1823  
 1822  
 1821  
 1820  
 1819  
 1818  
 1817  
 1816  
 1815  
 1814  
 1813  
 1812  
 1811  
 1810  
 1809  
 1808  
 1807  
 1806  
 1805  
 1804  
 1803  
 1802  
 1801  
 1800  
 1799  
 1798  
 1797  
 1796  
 1795  
 1794  
 1793  
 1792  
 1791  
 1790  
 1789  
 1788  
 1787  
 1786  
 1785  
 1784  
 1783  
 1782  
 1781  
 1780  
 1779  
 1778  
 1777  
 1776  
 1775  
 1774  
 1773  
 1772  
 1771  
 1770  
 1769  
 1768  
 1767  
 1766  
 1765  
 1764  
 1763  
 1762  
 1761  
 1760  
 1759  
 1758  
 1757  
 1756  
 1755  
 1754  
 1753  
 1752  
 1751  
 1750  
 1749  
 1748  
 1747  
 1746  
 1745  
 1744  
 1743  
 1742  
 1741  
 1740  
 1739  
 1738  
 1737  
 1736  
 1735  
 1734  
 1733  
 1732  
 1731  
 1730  
 1729  
 1728  
 1727  
 1726  
 1725  
 1724  
 1723  
 1722  
 1721  
 1720  
 1719  
 1718  
 1717  
 1716  
 1715  
 1714  
 1713  
 1712  
 1711  
 1710  
 1709  
 1708  
 1707  
 1706  
 1705  
 1704  
 1703  
 1702  
 1701  
 1700  
 1699  
 1698  
 1697  
 1696  
 1695  
 1694  
 1693  
 1692  
 1691  
 1690  
 1689  
 1688  
 1687  
 1686  
 1685  
 1684  
 1683  
 1682  
 1681  
 1680  
 1679  
 1678  
 1677  
 1676  
 1675  
 1674  
 1673  
 1672  
 1671  
 1670  
 1669  
 1668  
 1667  
 1666  
 1665  
 1664  
 1663  
 1662  
 1661  
 1660  
 1659  
 1658  
 1657  
 1656  
 1655  
 1654  
 1653  
 1652  
 1651  
 1650  
 1649  
 1648  
 1647  
 1646  
 1645  
 1644  
 1643  
 1642  
 1641  
 1640  
 1639  
 1638  
 1637  
 1636  
 1635  
 1634  
 1633  
 1632  
 1631  
 1630  
 1629  
 1628  
 1627  
 1626  
 1625  
 1624  
 1623  
 1622  
 1621  
 1620  
 1619  
 1618  
 1617  
 1616  
 1615  
 1614  
 1613  
 1612  
 1611  
 1610  
 1609  
 1608  
 1607  
 1606  
 1605  
 1604  
 1603  
 1602  
 1601  
 1600  
 1599  
 1598  
 1597  
 1596  
 1595  
 1594  
 1593  
 1592  
 1591  
 1590  
 1589  
 1588  
 1587  
 1586  
 1585  
 1584  
 1583  
 1582  
 1581  
 1580  
 1579  
 1578  
 1577  
 1576  
 1575  
 1574  
 1573  
 1572  
 1571  
 1570  
 1569  
 1568  
 1567  
 1566  
 1565  
 1564  
 1563  
 1562  
 1561  
 1560  
 1559  
 1558  
 1557  
 1556  
 1555  
 1554  
 1553  
 1552  
 1551  
 1550  
 1549  
 1548  
 1547  
 1546

0	1	2	3	4	5	6	7	8	9
034761 883649 31208 040403 073655 822683 056570 062171 051531 052243 867791 051988 052244 047376	181323 102568	241054 232211 267187 266874 243173 238381	332492	458646 460951 466081 461697 443043 45 457753	<del>45</del> 504110. Van 800	649581 600013 636431			

0.	1	2	3	4	5	6	7	8	9
Mauda	Lafountain	P4067	111061						
Shirley	Whiteside	P4014	275171						
Sorge	Arroyo	P3744	037019						



DEALER NAME: INCREDIBLE KI)  
# : KMMT004  
HYUNDAI MOTOR FINANCE CO.  
10650 TALBERT AVE.  
FOUNTAIN VALLEY, CA 92708

The following units have been identified as Retired/Grouped Demos and Service Loaners. It is requested these units be removed from the Demo Line and returned to the New Car Line. These units will continue to keep the original maturity date and current principal balance until the loan has been paid off.

Vehicle Identification Number	KNALD12465052263
Year	2005
Make	KIA
Model	AMANTI
Mileage	???
Demo/ Srv. Lnr	DEMO
Current Balance	\$22,009.60

ACCEPTED:  
HYUNDAI MOTOR FINANCE COMPANY

BY: Shirley B. Galt  
Shelly Cain, COMMERCIAL CRIOIT ANALYST  
(Name)  
(Title)

DATE: 09/22/06

INCREDIBLE KIA  
DEALERS BUSINESS NAME

ACCEPTED

10/09/2006

Hyundai Motor Finance Company  
Dealer Access System  
Loan Requests For:

Page: 1  
Report ID: DASLNQST

Incredible Kia  
From 10/06/2006 To 10/06/2006  
Status = All

Collateral Type	Vehicle Identification No.	Year	Make	Model	Body	Stock No.	Odometer	Original Amount Requested	Funded Amount	Funding Type	Bank Account	User ID	Request Date	Status	Status Reason
USED	1G1AK15F867818130	2006	CHEV	COBALT LS LE	CP	P4112	27868	9,550.00	9,550.00	Electronic	5050	LSEYMOUR	10/06/2006	Approved	Posted as a New Loan
USED	1G1AL52F457649983	2005	CHEV	COBALT LS LE	4D	P4113	31969	9,250.00	9,250.00	Electronic	5050	LSEYMOUR	10/06/2006	Approved	Posted as a New Loan
USED	1G1JC12F847235271	2004	CHEV	CAVALIER	CP	P4102	43914	7,235.00	7,235.00	Electronic	5050	LSEYMOUR	10/06/2006	Approved	Posted as a New Loan
USED	1G1ND52F15M234620	2005	CHEV	CLASSIC	4D	P4115	30651	8,550.00	8,550.00	Electronic	5050	LSEYMOUR	10/06/2006	Approved	Posted as a New Loan
USED	1G1ND52F35M223537	2005	CHEV	CLASSIC	4D	P4116	30783	8,450.00	8,450.00	Electronic	5050	LSEYMOUR	10/06/2006	Approved	Posted as a New Loan
USED	1G2NE52E15M234035	2005	PONT	GRAND AM SE	4D	P4118	33213	8,480.00	8,480.00	Electronic	5050	LSEYMOUR	10/06/2006	Pending	Pending
USED	1G2NE52E55M251939	2005	PONT	GRAND AM SE	4D	P4114	33631	9,050.00	9,050.00	Electronic	5050	LSEYMOUR	10/06/2006	Approved	Posted as a New Loan
USED	1J4GW48S22C281748	2002	JEEP	LRO	GCK	P4117	55148	8,920.00	8,920.00	Electronic	5050	LSEYMOUR	10/06/2006	Pending	Pending

Totals:

69,455.00

2020 5 - 17400.00  
3310 - 17400.00

037019 - Sold 9/14 To Auction Paid 9/14/06 \$14,179

- Fabricated contract to Jorge Arroyo 9/23/06 - WFS

111061 - Sold 9/8 Martha La Fountain - no funding date

- Fabricated contract (Same Cust) 9/23/06 - BofA

243192 - Sold 8/29 Robert Rowland - Paid 9/12

- Fabricated contract (Same Cust) 9/23/06

275471 - Sold 8/29 Shirley Whiteside -

- Fabricated Contract (Same Cust) 9/22/06

Attn:  
Tracy Shelley

SOT

			<u>Fund</u>	
066722	R. Rasmussen	KMFC	10/4	20,689 /
279558	D. Stefanik	WFS	10/5	20,989 /
440684	A. Setzer	KMFC	10/9	17,514
637224	J. Bennets	BoFA	10/2	29,975 /
037019	J. Arroyo	WFS	Fraud	16,852.50 /
111061	M. LaFountain	BoFA	Fraud	7,840.00 /
121602	B. Martin	nuvell	10/5	9,750 /
182085	Kalispell	whls	10/9	9,888
199530	D. Duce	Valley Cu	10/6	9,160 /
243192	R. Rawillard	National	Fraud	8,505 /
274403	M. Geiser	Cap. 1	10/10	13,025
275471	S. Whiteside	Valley Cu	Fraud	8,340 /
320859	R. Finkberner	Cash	10/9	7,104
335729	Kalispell	whls Kalispell	10/9	11,020
378343	Kalispell	whls	10/9	10,048
378690	J. Long	BoFA	10/2	6,850 /
524382	S. Johnson	WFS	10/3	9,590 /
602385	P. Reidy	National	10/2	10,100 /
628316	Kalispell	whls.	10/9	7,742
681450	B. Miller	Cap. 1	10/3	10,273.50 /
657426	W. Haskin	BoFA	10/2	27,703

272,898  
# ~~245,195~~ /

196,557  
# ~~111,854~~